



Airline Training Services Agreement Schedule

PARTIES													
“L3 CTS”: INSERT T/A INSERT INSERT	“BUYER” [INSERT NAME] ADDRESS												
REFERENCE	CTS-##-####												
TRAINING CENTRE:	INSERT												
SERVICES:	INSERT with description and duration												
COMMENCEMENT DATE OF SERVICES:	INSERT start date												
PURCHASE PRICE:	£ INSERT per Person / Hour / Course (including VAT) which shall be payable in by electronic transfer payable to: m <table border="1" style="margin-left: 20px; width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Bank:</td><td style="width: 150px;"></td></tr> <tr><td style="padding: 2px;">Account Name:</td><td></td></tr> <tr><td style="padding: 2px;">Bank Sort Code</td><td></td></tr> <tr><td style="padding: 2px;">Account No.</td><td></td></tr> <tr><td style="padding: 2px;">BIC</td><td></td></tr> <tr><td style="padding: 2px;">IBAN</td><td></td></tr> </table>	Bank:		Account Name:		Bank Sort Code		Account No.		BIC		IBAN	
Bank:													
Account Name:													
Bank Sort Code													
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BIC													
IBAN													
PAYMENT TERMS:	14 days from date of invoice but no later than the day prior the Commencement Date of Services												
VALIDITY:	The above Services are reserved for the Buyer for forty eight hours from receipt of this Agreement												
EXCLUSIONS	The Purchase Price excludes: <ul style="list-style-type: none"> Accommodation, including subsistence (food, drink, incidentals etc) Ground transportation Remedial training Any regulatory costs including but not limited to licence issue, simulator use approvals, specific operator approvals and instructor approvals for the Buyer. Buyer specific training materials It is the Buyer’s sole responsibility to ensure that the Services are appropriate to meet the requirements of the Buyer’s license issuing National Aviation Authority.												
CANCELLATION FEE:	More than 60 days prior to the Training Slot – no charge 30 – 60 days prior to the Training Slot – 50% of the applicable fee 0 - 29 days prior to the Training Slot – 100% of the applicable fee												



SPECIAL CONDITIONS (INCL. ASSUMPTIONS AND DEPENDENCIES):

The Parties agree that in the event of any conflict between the Special Conditions and the Standard Terms and Conditions, these Special Conditions shall take precedence.
INSERT ADDITIONAL TERMS AS REQUIRED

For and on behalf of INSERT NAME	For and on behalf of INSERT NAME
SIGNED BY TITLE DATE	SIGNED BY TITLE DATE

Standard terms and conditions for L3 Commercial Training Solutions - Airline Training Services Agreement ("Agreement")

By signing this Agreement the Buyer confirms its acceptance of the terms and conditions contained herein and such terms and conditions shall govern the terms of the Services to the exclusion of any other terms and conditions, standard or otherwise, upon which the Buyer accepts these Services.

IT IS HEREBY AGREED AS FOLLOWS:-

1. INTERPRETATION

- 1.1. In this Agreement words used in the singular shall also include the plural and vice versa and, where the context requires, words describing persons shall include firms and corporations.
- 1.2. The use of the term L3 CTS shall be interpreted to include L3 CTS' employees, officers, directors and/or contracted personnel (including sub-contractors).

2. SERVICE

- 2.1. In consideration of the Purchase Price L3 CTS shall provide the Services to the Buyer in accordance with the terms and conditions contained herein.
- 2.2. L3 CTS warrants that it shall discharge its obligations hereunder with all due skill, care and diligence in accordance with good industry practice and (without limiting the generality of this condition) with its own established internal procedures.
- 2.3. Where applicable, L3 CTS shall ensure that any training content or materials provided by L3 CTS as part of the Services are in accordance with any CAA/EASA approvals that may be required and shall be sufficient to allow the Buyer to achieve the required standard of proficiency intended by such course however for the avoidance of doubt L3 CTS makes no guarantee that on completion of the Services the Buyer will have achieved the standard of proficiency required for such approved courses.
- 2.4. In the event that the Buyer fails to achieve the required standard of proficiency L3 CTS shall recommend what, if any, additional training should be undertaken to achieve the required standard of proficiency.

3. APPROVALS & CONSENTS

- 3.1. The Buyer shall be responsible for obtaining any Regulatory Authority approval (or any other such approvals or consent(s)) necessary for the Buyer to

make use of the Services and L3 CTS makes no representation or warranties that any such approval can or will be obtained.

- 3.2. L3 CTS will (but is not obliged to) provide every reasonable assistance in obtaining such approval if so required by the Buyer and the Buyer shall reimburse any fees and expenses incurred by L3 CTS in providing such assistance.
- 3.3. Any costs associated applicable certification or similar fees and charges which are assessed or imposed by such Regulatory Authority shall be the sole responsibility of Buyer.

4. RESERVATION AND BOOKING

- 4.1. L3 CTS shall reserve the Buyer's booking slot for forty-eight (48) hours from dispatch of this Agreement to the Buyer after which time L3 CTS reserves the right to resell or reallocate the booking slot to another customer.
- 4.2. The Buyer shall return this Agreement executed to confirm its acceptance of the booking.
- 4.3. Following L3 CTS' confirmation of the booking by countersigning and returning this Agreement the booking shall be deemed a "Confirmed Booking" and L3 CTS shall be entitled to invoice the Buyer for the Purchase Price.
- 4.4. The Buyer shall have a fourteen (14) days cooling off period during which it may cancel a Confirmed Booking without any Cancellation Fees being payable after this time if the Buyer wishes to cancel a Confirmed Booking L3 CTS reserves the right to charge the Cancellation Fees as detailed in the Schedule.
- 4.5. In the event that L3 CTS is able to resell or reallocate a Confirmed Booking then L3 CTS shall waive the Cancellation Fee and reimburse any monies paid to the Buyer.



5. ALTERATIONS TO SERVICES

- 5.1.** L3 CTS shall, at all times, make every effort to adhere to the quoted timetables, plans and schedules of the Services.
- 5.2.** Where alterations or amendments to the Services are made by L3 CTS, every effort will be made to take account of the Buyer's requirements and to provide no less than twelve (12) hours' notice of such alteration or amendment to the Buyer.
- 5.3.** In the event that L3 CTS alters or amends the timetable, plans and schedules for the Services then the Buyer shall have the right to cancel the Services and no Cancellation Fees shall be payable.
- 5.4.** Should the Buyer require one or more additional simulator or training sessions to complete the Services, for any reason, howsoever arising (such as failure to attend, remedial training, illness or those circumstances contemplated by clause 2.4), the Buyer will be notified and any additional cost shall be payable by the Buyer prior to the Buyer undertaking the additional Services.

6. PRICES AND PAYMENT

- 6.1.** L3 CTS shall invoice the Buyer at the time of confirmation.
- 6.2.** The Buyer acknowledges that any change to the training requirements including as a result of any additional requirements of either the Buyer or any regulatory authority or change to the Confirmed Booking may result in an amendment in the Purchase Price based on the extent of the change and such revised Purchase Price shall be applicable from the date that the change becomes effective.
- 6.3.** L3 CTS reserves the right to suspend or cancel access to the Training Centre, or withhold course completion materials for the Services, if appropriate, should payment not be received in advance of the Commencement Date.
- 6.4.** In the event that the Buyer fails to attend a Confirmed Booking in whole or in part for any reason whatsoever the full value of the Services shall remain payable.
- 6.5.** The Purchase Price is expressed inclusive of all UK taxes and duties including VAT.
- 6.6.** If the Buyer fails to make payment on the due date, then, without prejudice to any other right or remedy available to L3 CTS, L3 CTS shall be entitled to charge the Buyer interest on the amount unpaid, at a rate of 5% per annum above Barclays Bank base rate, until payment is made in full.

7. TRAINING MATERIALS

- 7.1.** **For Wet Training Services**, L3 CTS shall provide all training materials including all electronic devices, paper manuals and IT necessary to deliver the training syllabi.
- 7.2.** **For Dry Training Services**, the Buyer shall provide all training materials including all electronic devices, paper manuals and IT necessary to deliver the training syllabi.
- 7.3.** In providing training materials for use by instructors and/or trainees involved in the Services the Party providing the training materials warrants that it is the owner of such materials including all necessary rights to use the materials for the purposes of training.
- 7.4.** For the avoidance of doubt such training materials shall be supplied for training purposes only and shall not be used or applied for operational purposes.

8. ACCESS TO TRAINING CENTRE

- 8.1.** Buyer shall provide any personal details requested by L3 CTS Security Procedures to allow access to the

Training Centre and subject to receipt of such details in a timely manner L3 CTS shall ensure that the Buyer is provided with access to the Training Centre as required for the purposes of attending the Confirmed Booking.

- 8.2.** The Buyer shall adhere to the Training Centre Health and Safety and Access Procedures as provided to them by L3 CTS
- 8.3.** The Buyer shall ensure that the Buyer is capable of understanding any written or verbal notice(s) and/or instruction(s) given by L3 CTS' staff in the English language
- 8.4.** The Buyer shall be responsible for ensuring that in addition to complying with the terms and conditions it shall also comply with all applicable laws, rules, regulations, company practices, directives and security procedures and codes of conduct, including health and safety guidelines, applicable to the Training Centre.

9. DEFECTS

- 9.1.** The Buyer shall promptly report to L3 CTS any defects of deficiencies in any training device via a written debrief to L3 CTS' nominated representative.
- 9.2.** In the event that there is a defect or deficiency materially impacts training during the Confirmed Booking then;
- 9.2.1.** **for Dry Training**, the Buyer may at its discretion either continue with the Confirmed Booking or suspend the training; or
- 9.2.2.** **for Wet Training**, the Buyer and L3 CTS may mutually agree to continue with the Confirmed Booking or suspend the training.
- 9.3.** If the Buyer elects to continue the Confirmed Booking then the session shall be deemed to have been successfully completed and remain payable in full.
- 9.4.** Notwithstanding clause 9.3, if a training objective is compromised by the defect or deficiency during the continuation of the Confirmed Booking, the Buyer, with the agreement of L3 CTS, may extend the current or a future Confirmed Booking by a reasonable period to complete the training objective once the defect is rectified at no additional charge provided that any such future Confirmed Booking is completed within thirty (30) days.
- 9.5.** In the event that the Confirmed Booking is suspended, L3 CTS shall make available additional time on the training device available within five (5) days of the Confirmed Booking to complete the suspended training. For the avoidance of doubt the Buyer shall not be charged any additional amount over and above the Purchase Price in respect of such additional time provided to the extent that the additional time is provided solely as a consequence of a suspension.
- 9.6.** L3 CTS' sole liability in respect of defects and deficiencies shall be limited to the provisions stated in this clause 9.

10. FORCE MAJEURE

- 10.1.** L3 CTS shall not be liable for any delay, defect or deficiency hereunder to the extent that such delay, defect or deficiency is caused by an event of Force Majeure which affects performance by hindering, delaying or making considerably more difficult the fulfilment of obligations contained herein.
- 10.2.** "Force Majeure" shall mean any event beyond the reasonable control of a Party which materially affects its ability to comply with its obligations.

11. LIABILITY

- 11.1.** In no event shall L3 CTS be liable for losses that were:



- 11.1.1. not reasonably foreseeable when the Parties entered into this Agreement; or
- 11.1.2. not caused by a breach of this Agreement by L3 CTS; or
- 11.1.3. incurred by a business or non-consumer.
- 11.2. L3 CTS' liability shall in no circumstances exceed the total Purchase Price paid by the Buyer for the Services.
- 11.3. Clause 11.2 shall not apply to loss or damage arising out of or in connection with death or personal injury, fraud or fraudulent misrepresentation, or loss or damage for which liability cannot be limited or excluded by law.
- 11.4. In the event that this limitation of liability conflicts with any other provisions of this Agreement or the provisions of the Consumer Rights Act 2015 (UK), said provision shall be regarded as amended to whatever extent required to make such provisions consistent.
- 12. TERMINATION**
- 12.1. This Agreement may be terminated by L3 CTS without incurring any liability to the Buyer in the event that the Buyer fails to pay any monies due in accordance with clause 6.
- 12.2. Either Party may terminate this Agreement without any liability to the defaulting Party in the event of:
 - 12.2.1. a material breach by the other Party of this Agreement which the other Party has failed to rectify within 14 days of receipt of notice of such breach;
 - 12.2.2. the insolvency, or such other similar occurrence, of the other Party;
- 12.3. L3 CTS reserves the right to terminate delivery of the Services to any recipient who fails to make satisfactory progress or who, in the opinion of L3 CTS, is guilty of misconduct while undergoing training.
- 12.4. Any termination of this Agreement shall be without prejudice to any claims which either Party may have against the other at the time of termination.
- 13. CONFIDENTIALITY**
- 13.1. The Buyer acknowledges that all information ("Confidential Information") belonging to L3 CTS shall be treated as confidential and shall safeguard it accordingly and not disclose any Confidential Information belonging to L3 CTS, including but not limited to this Agreement and any specifications, plans, drawings, technical documents and software, to any other person without the prior written consent of L3 CTS, except as may be necessary for the performance of this Agreement.
- 14. SEVERABILITY**
- 14.1. If any invalid, unenforceable or illegal provision of this Agreement, as adjudged by a court or competent authority, would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15. DISPUTES**
- 15.1. In any dispute arising between L3 CTS and the Buyer, the parties shall first use all reasonable endeavours to resolve amicably in the ordinary course.
- 16. GOVERNING LAW**
- 16.1. This Agreement shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

- 17. WAIVER**
- 17.1. The waiver by either Party of any breach of any term of the Agreement will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.
- 18. NO AGENCY**
- 18.1. No relationship of agency, joint venture or partnership shall exist or shall be deemed to exist between the Parties and in particular, it is expressly understood that the Buyer shall not have the authority to bind L3 CTS in any way. .
- 19. ASSIGNMENT**
- 19.1. A Party shall not assign to any third Party any or all of its rights and obligations under this Agreement, without providing prior written notice to the other Party.
 - 19.1.1. In the event that an assignment by L3 CTS significantly impacts or alters the Buyer's ability to enjoy or use the Services then the Buyer shall be entitled to terminate this Agreement and any Cancellation Fee which may be payable shall be waived by L3 CTS.
- 20. THIRD PARTY RIGHTSSS**
- 20.1. A person who is not a Party to the Agreement may not enforce any of its terms.
- 21. WAIVER**
- 21.1. No waiver by either Party of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 22. NOTICES**
- 22.1. Any notice or communication given under this Agreement shall be given in writing and shall be regarded as properly served when the sender delivers notice by hand, 48 hours after dispatch by registered post 48 Hours or on receipt of an email delivery notification receipt.
- 23. VARIATIONS**
- 23.1. No variation to this Agreement shall be binding unless confirmed in writing or until such time as any additional fees payable in respect of such variation have been received..
- 24. SURVIVAL**
- 24.1. Notwithstanding any expiry or termination of this Agreement, except in the case of termination due to Buyer default, the following clauses shall remain in force: 4, 10, 12, 15, 18, and 23.

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L3 CTS OFFICE USE ONLY:

OMS Reference: _____

Service Delivery Date: _____

Trainee / Attendee Name: _____